

Jon S. Corzine
Governor

Kris Kolluri, Esq.
Board Chairman

George D. Warrington
Executive Director

NJ TRANSIT
One Penn Plaza East
Newark, New Jersey 07105-2246
973-491-7000

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Office of Proceedings

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Public Record

218364



December 22, 2006

The Honorable Vernon A. Williams, Secretary
Surface Transportation Board
Office of the Secretary
Case Control Unit
Attn: Finance Docket No. 34963
1925 K Street, NW
Washington, DC 20423-0001

Re: STB Finance Docket 34963,
James Riffin, DBA the Raritan Valley Connecting Railroad -
Acquisition and Operation Exemption on Raritan Valley Connecting Track

Dear Secretary Williams:

New Jersey Transit Corporation ("NJ TRANSIT"), submits this letter to clarify certain facts in connection with the above referenced Notice of Exemption filed by James Riffin, d/b/a. The Raritan Valley Connecting Railroad with respect to the Raritan Valley connecting track.

NJ TRANSIT is a non-carrier and an instrumentality of the State of New Jersey created to provide safe, reliable, convenient and cost-effective mass transportation throughout New Jersey. Pursuant to the Rail Passenger Service Act ("RSPA") and the Northeast Rail Service Act of 1981 ("NERSA"), Conrail and NJ TRANSIT entered into a Transfer Agreement on September 1, 1982 which provided for the transfer of responsibility for the operation of rail passenger commuter service in New Jersey from Conrail to NJ TRANSIT effective January 1, 1983. As provided in the Transfer Agreement, on December 31, 1982, Conrail granted NJ TRANSIT *perpetual, irrevocable, non-exclusive easements* for operating commuter service over the New York Branch of the former Reading Company, (Line Code 0326, now known as the CSX West Trenton Line). In 1995 Conrail sold a portion of this line (the portion between MP 57.25 and MP 58.5) to Mr. Joseph C. Horner. The conveyance to Joseph C. Horner was subject to "...any easements or agreements of record or otherwise affecting the Premises."

NJ TRANSIT is currently engaged in studies for the restoration of commuter rail service to West Trenton over the New York Branch of the former Reading Company right of way between Milepost 32.0 +/- and Milepost 58.5 +/-, which includes the subject property. As has been previously mentioned by other parties, this same line segment has been the subject of a number of previous filings before the STB. NJ TRANSIT has previously dealt with representatives of these other parties to ensure that there would be compatibility

between the proposed commuter rail service and existing or planned rail freight service. While we have every expectation of continuing such a dialogue with Mr. Riffin or any other prospective owner who might acquire and/or operate this line, we want to ensure that the STB is aware of NJ TRANSIT's rights and ensures that they are not affected in any way by its approval of this petition.

Sincerely,



D. C. Agrawal
Assistant Executive Director
Corporate Strategy, Policy, and Contracts

c. James Riffin.
Richard A. Allen
Michael E. Allen
Christopher A. Mills

Consolidated Easement to NJ Transit
Del: BB R/W

12/31/1982

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IAW

9642 C

Reading
New York Branch
NJT Easement
12/29/82

DEED OF EASEMENT

THIS DEED OF EASEMENT, made the 31st day of Decem-
ber, 1982.

To and Between

CONSOLIDATED RAIL CORPORATION

A corporation organized and existing under the laws
of the Commonwealth of Pennsylvania, having an office at Six
Penn Center Plaza, Philadelphia, Pennsylvania 19103, herein-
after referred to as the Grantor,

and /

NEW JERSEY TRANSIT CORPORATION

A body corporate and politic and an instrumentality
of the State of New Jersey, having an office at McCarter High-
way and Market Street, Newark, New Jersey 07101, hereinafter
referred to as the Grantee.

W I T N E S S E T H:

WHEREAS, the Rail Passenger Service Act ("RPSA")
and the Northeast Rail Service Act of 1981 ("NERSA") require
that a transfer agreement be entered into between Grantor and
Grantee; and

COUNTY OF SOMERSET
CONSIDERATION 1.00
REALTY TRANSFER FEE 1.00
DATE 10-27-82 BY [Signature]

COUNTY OF MERCER
CONSIDERATION 1.00
REALTY TRANSFER FEE 1.00
DATE 5.13.83 BY [Signature]

Prepared by:

Alice S. Thiele

BOOK 1481 PAGE 706

VOL 2216 PAGE 212

2191-82-3259

WHEREAS, Grantor and Grantee have entered into a certain transfer agreement ("the Transfer Agreement") dated as of September 1, 1982; and

WHEREAS, the Transfer Agreement provides that Grantor shall transfer certain properties to Grantee; reserve until itself certain easements with respect to the properties transferred, and grant to the Grantee certain easements with respect to other property of Grantor; and

WHEREAS, by separate instrument, Grantor has transferred such other property to Grantee and reserved unto itself certain easements with respect thereto; and

WHEREAS, this Easement Agreement is a transfer pursuant to Sections 1137 and 1153 of NERSA, pursuant to which Grantor grants to Grantee the easements provided for in the Transfer Agreement; and

WHEREAS, as used herein, the following additional terms shall have the meaning specified in this recital:

- (1) "Abandonment" shall mean, in the case of Grantor, the formal abandonment of Freight Service (as hereinafter defined); and, in the case of Grantee, the permanent cessation of all Commuter Service (as hereinafter defined);
- (2) "Commuter Service" shall mean the operation of Grantee's commuter rail service;

2191-82-3259

(3) "Freight Service" shall mean the operation by Grantor, its successors in interest or its assignees, independent contractors or agents, of contract or common carrier freight service, including but not limited to operation of freight trains (including mail and express trains), special cars, locomotives and other on-track equipment.

NOW, THEREFORE, the said Grantor, for and in consideration of the sum of ONE DOLLAR (\$1.00), unto it well and truly paid by the said Grantee, at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, does by these presents grant to the Grantee:

Perpetual, irrevocable, non-exclusive easements over Grantor's rail lines identified on Exhibit A, attached hereto as a part hereof, for trackage rights for operating Commuter Service existing as of September 1, 1982, provided, however, that (1) the use of such easements shall be in accordance with and subject to the terms and conditions set forth in a certain trackage rights agreement entered into or to be entered into by and between Grantor and Grantee pursuant to Section 9.01 of the Transfer Agreement; (2) such easements shall be exercised so as not to interfere unreasonably with Freight Service; (3) such easements are assignable for such purpose only to Grantee's successors and assigns which operate such Commuter Service or any part thereof and its and their respective independent contractors or agents; and (4) each such easement

2191-82-3259

shall terminate and automatically revert to Grantor, its successors or assigns, upon the Abandonment of Commuter Service over that easement.

All of the covenants of the Grantor and Grantee respectively shall be deemed to be real covenants and shall run with the land.

The words "Grantor" and "Grantee" used herein shall be construed as if they read "Grantors" and "Grantees," respectively, whenever the sense of this instrument so requires and, whether singular or plural, such words shall be deemed to include in all cases the successors and assigns of the respective parties, unless the contrary is specifically indicated herein.

IN WITNESS WHEREOF, the said Grantor has caused this Deed of Easement to be duly executed the day and year first above written.

SEALED AND DELIVERED
in the Presence of Us:

Susan L. Bassett
Susan L. Bassett

Susan L. Bassett
Susan L. Bassett

CONSOLIDATED RAIL CORPORATION

By: Richard C. Sullivan
Richard C. Sullivan
Its: Vice President, Passenger
Service

ATTEST: Judy Coleridge
Judy Coleridge
Assistant Secretary

[CORPORATE SEAL]

BOOK 1481 PAGE 709

VOL 2216 PAGE 215

2191-82-3259

The Grantee joins in and accepts this Deed of Easement and agrees to be bound by the terms and conditions hereof.

WITNESS:

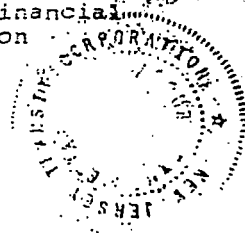
Susan L. Bassett
Susan L. Bassett

Susan L. Bassett
Susan L. Bassett

NEW JERSEY TRANSIT
CORPORATION

By: George Warrington
Its: Assistant Executive Director

ATTEST: John C. Tone
Its: Director of Financial
Administration
[CORPORATE SEAL]



VOL 2216 PAGE 216

BOOK 1481 PAGE 710

2191-82-3375

NJT Easements
12/31/82
New York Branch

EXHIBIT A

AN easement over all that line of railroad known as the former Reading Railroad New York Branch, identified as Line Code 0326 in the records of the United States Railway Association, situate in the Counties of Mercer and Somerset, more specifically described as follows:

BEGINNING at the southerly terminus of the station property at West Trenton, at or near Milepost 32.0, in the municipality of Ewing, thence extending generally northerly through the municipalities of Pennington and Hopewell, thence into Somerset County, through the Municipalities of Montgomery, Hillsborough, Manville, Bridgewater and Bound Brook to the point of connection at or near Milepost 58.4 with the State of New Jersey Raritan Valley Line.

MUNICIPALITY OF SEE ATTACHED LIST

BLOCK NO. _____ LOT NO. _____

II. Reading New York Branch Easement

Mercer County

Ewing	Block S-342	Lot 1
	Block S-366	Lot 1
	Block 369	Lot 1
	Block 412	Lot 1

Pennington	Block 2	Lot 4
	Block 4	Lot 4
	Block 16	Lot 1

Hopewell Boro.	Block 2	Lot 1
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Hopewell Twp.	Block 91	Lot 22
	Block 65	Lot 12
	Block 66	Lot 3
	Block 46	Lot 3
	Block 37	Lot 7
	Block 34	Lot 4
	Block 21	Lot 2
	Block 7	Lot 4
	Block 8	Lot 14
	Block 11	Lot 1

Somerset Co.

Hillsborough	Block 202	Lot 5
	Block 201	Lot 2
	Block 2008	Lot 21
	Block 199	Lot 22
	Block 182	Lot 8
	Block 183	Lot 16
	Block 10	Lot 7
	Block 11	Lot 2, 7
	Block 12	Lot 11
	Block 149	Lot 9
	Block 148	Lot 23
	Block 150	Lot 7
	Block 151	Lot 3
	Block 143	Lot 21
	Block 142	Lot 25
Block 65	Lot 20	

Montgomery	Block 4001	Lot 32
	Block 14001	Lot 16
	Block 15001	Lot 1.A
	Block 24001	Lot 28
	Block 11001	Lot 58
	Block 25001	Lot 23
	Block 5002	Lot 2

Manville	Block 313	Lot 2
	Block 281	Lot 5

Bridgewater	Block 6102	Lot 1
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Bound Brook	Block 1	Lot 66, 36
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VOL 2216 PAGE 221